

2.4 "Collocation Premises" or "NYNEX Premises" means a NYNEX LSO, serving wire centers and tandem offices as specified in NECA 4, as well as all other NYNEX premises required under the Act, made available to MCI for purposes of Collocation hereunder.

2.5 "Collocation Space" means the Partitioned Space, Cable Space, and Conduit Space that is made available to MCI in a Collocation Premises for purposes of providing MCI Collocation hereunder.

2.6 "Conduit Space" means any reinforced passage or opening in, on, under/over or through the ground between the feeder route conduit system (manhole "O") and cable vault location that is capable of containing communications facilities, including; cable entrance facilities; main conduit; ducts; inner ducts; gas traps; underground dips such as short sections of conduit under roadway, driveways, parking lots and similar conduit installations, and that is required to bring MCI-provided fiber optic feeder cable into the Collocation Premises.

2.7 "Design and Construction Completion Notice" means the notice form upon which MCI indicates to NYNEX MCI's acceptance of the Collocation Space, a form of which is attached hereto as Exhibit I of Appendix A.

2.8 "Occupancy Date" means the date on which MCI accepts the Collocation Space as specified in a Design and Construction Completion Notice.

2.9 "Partitioned Space" means an enclosed area within the Collocation Premises that is made available to MCI by NYNEX in accordance with this Attachment V and a Short Form Collocation Agreement for purposes of Collocation.

2.10 "Power" means any electrical power source supplied by NYNEX for MCI equipment in connection with any Collocation established hereunder, including all superstructure, infrastructure, and overhead facilities, including but not limited to, cable, cable racks and bus bars.

2.11 "Pre-Construction Survey" means the work activities performed by NYNEX in order to process an MCI Short Form Collocation Agreement to the point just prior to performing any necessary Design and Construction Work. A Pre-Construction Survey is comprised of the following three elements:

- A. Engineering record search and review to determine availability of MCI_m requested Partitioned Space, Cable Space and/or Conduit Space;
- B. Inspection of Collocation Premises and conduit to verify available space and determine the requirements of the Design and Construction Work; and
- C. Administrative activities required to process the Short Form Collocation Agreement.

2.12 "Renewal Period" shall have the meaning set forth in Section 6.5.

2.13 "Reserved Space" shall have the meaning set forth in Section 4.4.

2.14 "Short Form Collocation Agreement" means the agreement under which MCI_m contracts for Collocation Space, Power and other associated resources related thereto under this Agreement, a form of which is attached hereto as Appendix A.

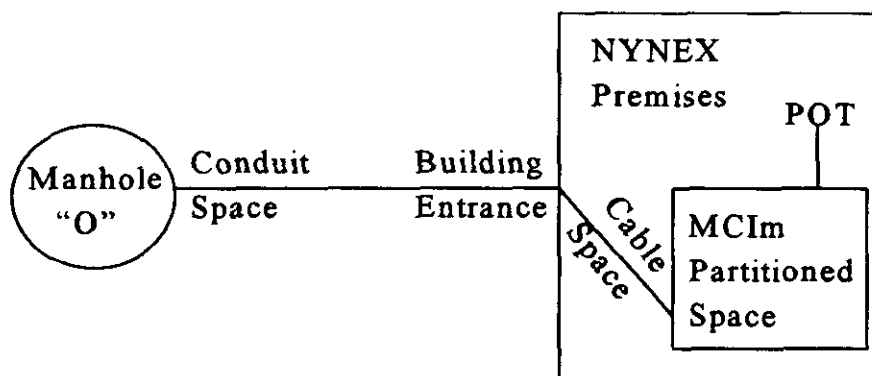


Figure 1

Section 3 General

3.1 NYNEX shall provide, upon MCI_m's request, a license to occupy Partitioned Space, Cable Space and Conduit Space to meet MCI_m's needs for placement of equipment, interconnection, or provision of service pursuant to this Agreement and a license to occupy any premises or rack space which contain collocated equipment, including all

necessary ingress, egress, and reasonable use of NYNEX's property, for the Term of the Agreement.

3.2 [INTENTIONALLY LEFT BLANK]

3.3 NYNEX shall provide virtual Collocation where physical Collocation is not practical for technical reasons or because of space limitations. NYNEX shall take collocater demand into account when renovating existing Collocation Premises and constructing or leasing new Collocation Premises.

3.4 NYNEX shall participate in and adhere to negotiated service guarantees and Performance Standards.

3.5 NYNEX shall permit a collocating Telecommunications Carrier to interconnect its network with that of another collocating Telecommunications Carrier at the Collocation Premises. Such collocated carrier to collocated carrier interconnection shall be accomplished via NYNEX transmission facilities, the price for which shall be established by applicable tariffs, if available, and otherwise on an individual case basis (ICB).

3.6 MCIm may choose to lease unbundled transport from NYNEX, or from a third carrier, rather than to build to the Collocation Premises where equipment will be collocated.

3.7 This Agreement does not convey to MCIm any right, title or interest in the NYNEX Collocation Premises other than expressly provided in this Agreement.

Section 4 Collocation

4.1 Short Form Collocation Agreement

4.1.1 To apply for Collocation Space, power and other associated resources related thereto in a Collocation Premises, MCIm shall submit to NYNEX a Short Form Collocation Agreement in the form of Appendix A attached hereto, together with the Application Fee. Such Short Form Collocation Agreement shall be completed by MCIm. If MCIm submits a Short Form Collocation Agreement which does not contain information NYNEX reasonably believes is necessary to permit NYNEX to respond, NYNEX will promptly inform MCIm of the information

NYNEX believes is missing, and the parties will cooperate to provide or develop such information. A short Form Collocation Agreement shall be deemed to be binding upon MCI and NYNEX on the Start Date, as defined in Paragraph 4.1.3.

4.1.2 NYNEX will process Short Form Collocation Agreements for occupancy in a Collocation Premises on a first-come, first-served basis. Standard intervals for occupancy in physical Collocation shall be seventy-six (76) business days following the date on which NYNEX receives a service request for such premises, except as otherwise permitted by the ACC Collocation Guideline. In the event that MCI should change its Collocation design characteristics, the interval for completion of construction shall reflect such changes. In such case, additional charges incurred would also be the responsibility of MCI.

4.1.3 Within ten (10) business days of receipt by NYNEX of MCI's Short Form Collocation Agreement, NYNEX shall respond in writing to such Agreement by indicating either that MCI may not be accommodated via physical Collocation or by providing MCI with a cost estimate which shall set forth recurring charges and estimated design and construction costs and a time commitment for completion of such construction.

Within ten (10) business days after receipt by MCI of such cost estimates, MCI shall, in writing, accept or decline NYNEX's proposal. If MCI accepts NYNEX's proposal, the date of receipt by NYNEX of such acceptance shall be the Start Date.

4.1.4 In the event NYNEX cannot fulfill MCI's request for Collocation under a Short Form Collocation Agreement or MCI cancels its request thereunder, NYNEX will refund the Application Fee less its reasonable incurred costs of processing the request.

4.1.5 Within five (5) business days after the Start Date, upon MCI's reasonable request, the Parties shall meet to set proposed dates for milestone events such as initial space and cable route walk through, provision of power cabling details, and cage acceptance walk through.

4.1.6 Each Party will provide the other Party a single point of contact and telephone number as designated on the Short Form Collocation Agreement. Thereafter, each Party shall provide the other Party with additional or other contact names and telephone numbers to the extent requested and necessary.

4.1.7 NYNEX shall be permitted to conduct inspections at irregular intervals of all or portions of the Collocation Space, to determine that the occupancies are authorized and that equipment or facilities located therein are installed and maintained in accordance with the required standards set forth in this Agreement. NYNEX will provide MCI with five (5) business days' advance notice of any such inspection and MCI's representatives will have the right to be present at the time of inspection.

4.2 Pre-Construction Survey and Design and Construction Work

4.2.1 At a minimum, NYNEX shall provide MCI a basic drawing of the Collocation Space. Such drawing shall include: (i) dimensions of such space; (ii) location and proximity of such space to any walls or other structures; (iii) location of doors, ground bars and AC convenience outlets; (iv) location of NYNEX Point of Termination Bays (POT Bays); and (v) to the best of NYNEX's knowledge, any physical obstructions which might have a materially adverse effect upon the construction of the requested cage. In addition, where readily available, NYNEX shall also provide detailed Telephone Equipment drawings depicting the exact location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for NYNEX Point of Termination Bay(s). Such drawings shall be provided by NYNEX at a time to be mutually agreed by the Parties and in accordance with the ACC Collocation Guideline. Within twenty (20) business days of the Start Date, the Parties shall agree on the final drawings.

4.2.2 NYNEX shall provide detailed power cabling connectivity information including the sizes and number of power feeders to MCI within five (5) days of NYNEX's acceptance of any separate power provisioning bid.

4.2.3 After acceptance of MCI's request for Collocation Space, the Parties shall mutually agree on a date for NYNEX to conduct a walk through of the cable routes to be held prior to the commencement of collocation space construction.

4.2.4 NYNEX shall construct the Collocation Space in accordance with the Parties' Mutually Agreed design configuration of the cage as shown in the agreed final drawings required under Paragraph 4.2.1.

4.2.5 NYNEX shall permit MCIm to contract or subcontract the construction of physical Collocation arrangements with contractors approved by NYNEX; provided, however, that NYNEX shall not unreasonably withhold its approval of contractors. Approval of an MCIm contractor by NYNEX shall be based on the same criteria it uses in approving contractors for its own purposes.

4.2.5.1 MCIm may select its own vendors for all required engineering and installation services associated with its collocated equipment (e.g., NYNEX shall not require MCIm to utilize NYNEX's internal engineering or installation work forces for the engineering and installation of MCIm's collocated equipment). MCIm's vendors must be: (i) on the current NYNEX-approved vendors list which will be provided by NYNEX to MCIm upon the Effective Date of this Agreement and updated as required, or (ii) considered by NYNEX for inclusion for such list, upon MCIm's request.

4.2.6 MCIm shall have the right to use a portion of the Collocation Premises in addition to the Partitioned Space and loading areas, if available, on a temporary basis during MCIm's equipment installation work in the Partitioned Space. MCIm is responsible for protecting NYNEX's equipment and Collocation Premises flooring within the staging area and along the staging route. MCIm will store equipment and materials within the Partitioned Space when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s). MCIm will meet all of NYNEX's fire, safety and housekeeping requirements. This temporary staging area will be vacated and delivered to NYNEX in a broom-clean condition upon completion of MCIm's installation work ordinary wear and tear excepted.

4.2.7 NYNEX shall provide written positive confirmation to MCIm when in the reasonable judgment of NYNEX fifty percent (50%) of the physical construction of MCIm's Collocation Space is complete. NYNEX's confirmation shall also include written confirmation of the scheduled completion date and Occupancy Date.

4.3 Acceptance and Turnover of Space

4.3.1 The Parties will complete an acceptance walk-through of Collocation Space within ten (10) days of completion. Exceptions will be noted during this acceptance walk-through in the Short Form Collocation Agreement and shall be corrected by NYNEX within ten (10) business days after the walk-through, unless otherwise Mutually Agreed. The correction of these noted in the original Short Form Collocation Agreement shall be at NYNEX's expense. Turnover of the Collocation Space to MCIm shall be deemed to occur upon execution and delivery by the parties of a Design and Construction Completion Notice for such Collocation Space in the form attached hereto as Appendix A, Exhibit I (the "Occupancy Date").

4.3.2 NYNEX will use its best efforts to provide occupancy of the space(s) on time and will keep MCIm advised of any delays. MCIm shall be compensated by NYNEX in accordance with Attachment X for any delays in the negotiated completion and turnover dates which create expenditures or delays to MCIm.

4.4 Reservation and Efficient Use of Partitioned Space

4.4.1 The initial license granted to MCIm for Partitioned Space is subject to a minimum requirement of one hundred (100) square feet and a maximum of four hundred (400) square feet of assignable space. Additional space will be provided on an as needed basis where feasible if MCIm's existing space is being "efficiently used" as defined in Section 4.4.3. MCIm can request additional Partitioned Space in increments of one hundred (100) square feet, unless otherwise agreed by NYNEX, by completing a new Short Form Collocation Agreement following the procedures described in Section 4.1.

4.4.2 In connection with an existing license for a minimum of one hundred (100) square feet, MCIm has the option to reserve either one hundred (100) square feet, or two hundred (200) square feet, of space in the same Collocation Premises which will be partitioned at some future date ("Reserved Space"). NYNEX will use best efforts to assign the Reserved Space so that it is contiguous with the Partitioned Space. However, NYNEX makes no guarantee to that effect. Reservation of space pertains only to floor space. MCIm may not reserve any Cable Space or Conduit Space.

4.4.3 For purposes of this Agreement, "efficiently used" shall mean that substantially all of the floor space (no more than fifty percent (50%) used for storage cabinets and work surfaces) is taken up by the equipment specified in NYNEX's relevant state tariffs and any comparable interstate tariff which may be filed and approved, placed no more than twenty percent (20%) above the minimum distances permitted by NEBS.

4.4.4 If Partitioned Space is needed to accommodate another interconnector or NYNEX's service to its end user customers, NYNEX may take back from MCIm Partitioned Space that is not being "efficiently used" (except for one hundred (100) square feet of such Partitioned space), upon ninety (90) days advance written notice to MCIm during which notice period MCIm shall have the opportunity to place equipment in the Partitioned Space so that it is "efficiently used" and not subject to be taken back by NYNEX. However, MCIm must have placed some equipment within that 100 sq. ft. which is interconnected to NYNEX's network.

4.5 General Collocation Requirements

4.5.1 MCIm shall be responsible to ensure all persons under its authority and control working in the Collocation Premises are compliant with the requirements of this Attachment V.

4.5.2 NYNEX shall ensure protection of MCIm's proprietary subscriber information. Any Collocation arrangement shall include provisions for NYNEX protecting MCIm's Proprietary Information.

4.5.3 NYNEX to the extent it does so for its own employees, shall provide access to eyewash stations, shower stations, bathrooms, and drinking water within the Collocation Premises on a twenty-four (24) hours per day, seven (7) days per week basis for MCIm personnel and its designated agents.

4.5.4 MCIm will provide emergency access to its Partitioned Space at all times to allow NYNEX to react to emergencies, to maintain the space (where applicable) and to ensure compliance with the regulations and standards related to fire, safety, health, and environmental safeguards set forth in this Attachment V. If conditions during any such emergency reasonably permit, NYNEX will

provide prior notification of access in order to provide MCIm the option to be present at the time of NYNEX's access.

4.5.5 The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted by NYNEX. If MCIm requires access to cable risers and racking for maintenance purposes, a NYNEX escort will be provided unless NYNEX deems such escort unnecessary.

4.5.6 Upon request by MCIm, NYNEX shall provide documentation submitted to and received from contractors for any contractor bids for any work being done on behalf of MCIm (this includes, but is not limited to, power supplies and cage construction);

4.6 Collocation Technical Requirements

4.6.1 Upon the Effective Date of this Agreement, NYNEX shall provide intra-office facilities (e.g., DS0, DS1 and DS3 terminations) permitting electrical hand-offs as requested by MCIm to meet MCIm's need for placement of equipment, interconnection, or provision of service. At such time that OC3, OC12, OC48 and STS-1 intra-office facility terminations become available in the Collocation Premises, they shall be made available to MCIm for its fiber hand-offs.

4.6.2 Subject to availability at the Collocation Premises and technical feasibility, NYNEX shall provide all ingress and egress of fiber and power cabling to MCIm Collocation Space in compliance with MCIm's cable diversity requirements. The specific level of diversity required for each Collocation Space or Network Element will be specified in the Short Form Collocation Agreement and if compliance will result in added expense, MCIm will be advised and given an opportunity to decide whether or not it wishes to pay such additional expense.

4.6.3 MCIm may collocate the amount and type of equipment it deems necessary in its Collocation Space in accordance with FCC Rules and Regulations, and any applicable Commission Order or Regulation. NYNEX shall not restrict the type of equipment or vendors of equipment to be installed.

4.6.4 MCIm shall be allowed to install transmission equipment of its choice, provided that such equipment meets all applicable specifications referenced in

Section 10 of this Attachment V and is from manufactured by a NYNEX-approved vendor. Approved vendors will, at minimum, be vendors NYNEX currently approves for its own use. NYNEX will approve additional vendors, provided they meet Bellcore and NYNEX standards.

4.6.5 NYNEX will maintain MCI's virtual Collocation equipment in parity with or better than, how it maintains its own equipment. Maintenance includes the change out of electronic cards provided by MCI and per MCI's request.

4.6.6 In the event that MCI occupies more than one Partitioned Space location within the same Collocation Premises, MCI will be permitted to interconnect its equipment contained in such Partitioned Spaces. At these Collocation Premises, for noncontiguous Partitioned Spaces NYNEX will provide MCI, at MCI's expense, (i) cable racking between MCI's Partitioned Spaces using NYNEX designated supporting structures, and (ii) connecting cable installation. NYNEX will provide the most direct Partitioned Space connection route possible. For contiguous Partitioned Spaces, MCI will be responsible for supplying and installing the cabling and cable racking between such Partitioned Spaces using NYNEX designated support structures. Power cables will not be placed in such arrangements.

4.6.7 NYNEX will designate point(s) of termination on cross connect frames or similar devices as the point(s) of physical demarcation between MCI facilities and NYNEX facilities.

4.6.8 NYNEX agrees that any Collocation Space furnished to MCI will be in compliance with OSHA requirements. In the event that MCI becomes aware of any violation or noncompliance with OSHA requirements in any such Collocation Space, MCI will so notify NYNEX and NYNEX shall remedy such situation as promptly as possible.

4.6.9 NYNEX shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for MCI's space and equipment. These environmental conditions shall adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063 and applicable OSHA standards.

4.6.10 MCI shall be permitted to place storage cabinets, cross-connect frames and work surfaces (e.g., tables) in the Partitioned Space. However, in no event shall MCI place flammable or hazardous materials in the Partitioned Space. To help ensure the availability of efficient space for other Interconnectors, such storage cabinets and work surfaces shall not take up more than fifty percent (50%) of the Partitioned Space and must meet NYNEX Central Office environmental standards (NIP 74165 NY Central Office Environmental Requirements ("NIP 74165")), in effect at the time of MCI's equipment installation and as may be modified from time to time, copies of which will be provided (including all updates), to MCI at cost. MCI shall be provided with a reasonable period of time after receipt of NIP 74165 updates to comply with their terms. MCI shall provide, install and maintain in the Partitioned Space any repeaters which may be necessary as a result of the physical distance between the Partitioned Space and the Collocation Premises terminations of the NYNEX network. NYNEX will employ the same procedures aimed at minimizing this physical distance as NYNEX does in conjunction with its own equipment.

4.6.11 Upon MCI's request, NYNEX shall provide basic telephone service at the partitioned space within the same timeframe in which NYNEX provides its own customers serviced from the same end office, with a connection jack from NYNEX for the Partitioned Space.

4.7 Collocation Power Requirements

4.7.1 At MCI's expense, NYNEX shall provide power as requested by MCI to meet MCI's needs for placement of equipment, interconnection, or provision of service. Any fee for power charged to MCI by NYNEX shall be set forth in the Short Form Collocation Agreement and shall reflect the amounts listed in Attachment I to this Agreement.

4.7.2 NYNEX will supply power to support MCI equipment at equipment specific DC and AC voltages. At a minimum, NYNEX shall supply power to MCI at parity with that provided by NYNEX to itself for similar equipment requirements or to any third party. If NYNEX performance, availability, or restoration falls below industry standards, NYNEX shall bring itself into compliance with such industry standards as soon as technically feasible.

4.7.3 Collocation Premises power supplied by NYNEX into the MCIm Partitioned Space shall be supplied in the form of power feeders (cables) on cable racking into the designated MCIm Partition Space. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of MCIm equipment. The termination location shall be as requested by MCIm.

4.7.4 NYNEX power equipment supporting MCIm's equipment shall:

4.7.4.1 Comply with applicable industry standards (e.g., Bellcore, NEBS and IEEE) or the manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout;

4.7.4.2 Have redundant power feeds with physical diversity furnished at additional cost to MCIm, and three (3) hour battery back-up, at minimum, or at parity with that provided for similar NYNEX equipment;

4.7.4.3 Upon MCIm's request, to the extent technically feasible, and subject to reimbursement by MCIm of any reasonable costs incurred by NYNEX in connection with its provisioning of such requests, provide the capability for real time access to alarm data that affects MCIm equipment in the Collocation Space, including, but not limited to, power plant alarms specific to NYNEX power plants providing capacity to the batteries, distribution, fuses and bays within the Collocation Space and environment alarms;

4.7.4.4 Provide Collocation Premises ground, connected to a ground electrode located at or on the Collocation Space. MCIm may affix a connection to the NYNEX-provided ground bar in order to provide ground to MCIm's own ground bar within its Collocation Space; and

4.7.4.5 At MCIm's expense and where technically feasible, provide feeder capacity and quantity to support the ultimate equipment layout for MCIm equipment in accordance with MCIm's Short Form Collocation Agreement. Any fee for feeder capacity and quantity charged to MCIm by NYNEX shall be set forth in the Short Form Collocation Agreement and shall reflect the amounts listed in Attachment I to this Agreement.

4.7.5 NYNEX shall, within ten (10) days of MCIm's request that power be provided:

4.7.5.1 Pursuant to mutual agreement by the Parties, provide an installation sequence and access that reflects individual power requirements for each Collocation Space specifically with the understanding that MCIm typically will desire that power be available before beginning installation of equipment. NYNEX agrees that when MCIm installs its own Battery Distribution Fuse Body (BDFB) in the Collocation Space this BDFB may be powered prior to the installation of other equipment;

4.7.5.2 [INTENTIONALLY LEFT BLANK]

4.7.5.3 Provide cabling that adheres to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063; and

4.7.5.4 Provide lock out-tag out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

4.7.6 NYNEX will provide MCIm with at least five (5) business days notification prior to any scheduled AC or DC power work or related activity in the Collocation Premises that will or might cause an outage or any type of power disruption to MCIm equipment located in the Collocation Premises.

4.7.7 NYNEX will provide 110V AC power for convenience outlets, lighting for frames, and lighting in the Collocation Space (as per Bellcore NEBS document TR-EOP-000053). NYNEX will also provide 48 volt battery-backed DC power for MCIm's equipment. Any fee for such power charged to MCIm by NYNEX shall be set forth in the Short Form Collocation Agreement and shall reflect the amounts listed in Attachment I to this Agreement.

4.8 Equipment and Cable Installation and Maintenance

4.8.1 The standard hours for MCIm equipment and cable installation in the Collocation Space shall be 9 a.m. to 5 p.m. In those instances where MCIm may reasonably require expanded installation hours, it shall make such request not less than two (2) business days prior to the requested date of access which shall be promptly reviewed and reasonably responded to by NYNEX. Any such out of hours request for equipment installation within the Collocation Space may require MCIm's payment of costs incurred by NYNEX including, but not limited to, security and or escort service. MCIm will be given written security rules and regulations prior to MCIm's commencement of installation at the Collocation Space. All rules and regulations shall be followed without exception. In no case shall any reasonable security restrictions placed on MCIm be more restrictive than those NYNEX places on its own personnel.

4.8.2 For purposes of rectifying service-affecting conditions, NYNEX agrees to allow MCIm's employees and designated agents unrestricted access to Collocation Space in manned Collocation Premises twenty-four (24) hours per day, seven (7) days a week. NYNEX may place reasonable security restrictions on access by MCIm's employees and designated agents to Collocation Space in unmanned Collocation Premises. Notwithstanding the foregoing, NYNEX agrees that with respect to such unmanned Collocation Premises, the Collocation Space shall be available to MCIm's employees and designated agents twenty-four (24) hours per day, seven (7) days per week.

4.8.3 MCIm's facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), and any governing authority having jurisdiction in effect at the time of installation and as they may be modified from time to time. All MCIm entrance facilities and splices must comply with Bellcore Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), Cable Placing Handbook (NX620020912NY), Cable Splicing Handbook (NX620020911NY), Cable Maintenance Handbook (NX620020913NY), and General Information Tools and Safety (NY620020910NY) in effect at the time of installation and as they may be modified from time to time, as they relate to fire, safety, health, environmental safeguards or interference with NYNEX services or facilities. Copies of NYNEX documents will be provided (including all updates), to MCIm at cost. The MCIm

Collocation Space equipment must also comply with NYNEX's Collocation Premises engineering, environmental and transmission standards in effect at the time of installation as they may be modified from time to time, as they relate to fire, safety, health, environmental safeguards or interference with NYNEX services or facilities. Where a difference in specification may exist, the more stringent standards shall apply. MCI shall have the right to exceed any of the foregoing standards or technical requirements. If MCI is provided with updated NYNEX standards documents MCI shall be provided with a reasonable period of time after receipt of such updates to comply with the modified terms. Insofar as the NEC, NESC and OSHA requirements are concerned, MCI shall be provided with a reasonable period of time after updates to those requirements to comply with their modified terms. MCI's Collocation Space shall not physically, electronically, or inductively interfere with NYNEX's or other interconnectors' or tenants' facilities.

4.8.4 NYNEX reserves the right to prohibit all equipment and facilities, other than cable, from occupying its entrance manholes. No splicing will be permitted in Manhole "O". MCI must provide a length of underground fiber optic cable in Manhole "O" of sufficient length to be pulled through the NYNEX Conduit Space and into the Collocation Premises cable vault splice location. MCI is responsible for placement of the cable facility within Manhole "O". MCI is responsible for the maintenance of the cable(s). NYNEX is responsible for maintaining the manholes.

4.8.5 MCI will be responsible for installing MCI feeder cable in the Conduit Space. NYNEX may provide shared Conduit Space with dedicated inner duct. MCI will not be permitted to reserve space in the Conduit Space. If new Conduit Space is required, NYNEX will negotiate with MCI to determine the terms under which such Conduit Space is provided.

4.8.6 NYNEX reserves the right to manage the Conduit Space and to reserve vacant Conduit Space for NYNEX facility additions planned within three (3) years of its primary use.

4.8.7 MCI is responsible for installing and maintaining a splice where its feeder cable meets its fire retardant inside riser cable within the Collocation Premises Cable Space. The splice in the Cable Space must be a mechanical splice to

avoid safety hazards. No fusion splicing will be permitted. NYNEX will provide space and racking for the placement of an approved secured fire retardant splice enclosure. MCIm shall tag all entrance facilities to indicate ownership.

4.8.8 To avoid unnecessary reinforcements or arrangements, MCIm agrees to size the Collocation Space to meet three (3) year forecasted demand, where feasible. MCIm will be accompanied by qualified NYNEX representatives in all manhole and cable vault locations on a time and materials basis. MCIm will have access to all manhole and cable vault locations as required for installation and emergency maintenance repairs.

4.8.9 MCIm is responsible for placing its fire retardant riser cable from the Cable Space to the Collocation Space. MCIm shall provide fire retardant riser cables which must comply with NYNEX practices and safety requirements for office premises cabling (TR-NTW000409 and National Electrical Code) in effect at the time of installation and as they may be modified from time to time, as they relate to fire, safety, health and environmental safeguards, copies of which will be provided (including all updates), to MCIm at cost. MCIm shall be provided with a reasonable period of time after receipt of updates of the foregoing requirements documents to become compliant with their modified terms. Within ten (10) days after NYNEX's confirmation of Collocation Space availability, the Parties will jointly determine the length of fire retardant cable needed to reach from the splice in the cable vault to the Collocation Space. Special arrangements will be agreed upon to meet unusual conditions such as midspan splicing requirements. NYNEX will allocate common riser ducts and common racking where possible. Added or special racking rearrangements requested by MCIm will result in time and materials charges. MCIm is responsible for all maintenance of the communication cables. Where diverse cable vaults permit diverse entrances into the Collocation Premises by MCIm's cable, and where space in such diverse entrances may be available, diverse Cable Space shall be provided by NYNEX upon request by MCIm.

4.8.10 Upon MCIm's request and where Technically Feasible and space permits, NYNEX shall provide two (2) points of entry to the Collocation Premises.

4.8.11 MCIm may not construct substantial improvements or make material alterations or repairs to the Collocation Space without the prior written approval

of NYNEX, which approval NYNEX shall not unreasonably withhold or delay. Nothing herein shall prevent MCIm from making minor improvements and/or non-material alterations or repairs to the Collocation Space without notice to and approval from NYNEX.

4.8.12 The cross-connect frames where the point(s) of termination is located will be provided at or near the Collocation Space. MCIm shall provide and be responsible for installing and maintaining the connection cabling and associated cross-connections between the Collocation Space and the point of termination. NYNEX will provide and be responsible for installing and maintaining all facilities on the NYNEX side of the point of termination. MCIm will pay a maintenance of service charge as specified in NYNEX's applicable Tariffs whenever NYNEX personnel are required to identify a trouble as being on MCIm's side of the point of termination (e.g., in the connection cabling or associated cross connections).

4.8.13 If at any time NYNEX determines that either MCIm's equipment or its installation does not substantially meet the requirements outlined in this Agreement, MCIm will be responsible for the costs associated with the removal of equipment or modification of the equipment or installation to render it compliant. If MCIm fails to correct any material non-compliance with these standards within sixty (60) days' written notice to MCIm, NYNEX may have the equipment removed or the condition corrected at MCIm's expense. If during the installation phase, NYNEX reasonably determines any MCIm activities or equipment are unsafe or in violation of any applicable laws or regulations specified in this Agreement, NYNEX has the right to immediately stop the work or place it on hold. However, when such conditions pose an immediate threat to the safety of NYNEX's employees, interfere with the performance of NYNEX's service obligations, or pose an immediate threat to the physical integrity of the Conduit System or the cable facilities of NYNEX, NYNEX may perform such work and/or take such reasonable action that NYNEX deems necessary without prior notice to MCIm. The cost of such work and/or action shall be borne by MCIm.

4.8.14 NYNEX shall provide the following information to MCIm within five (5) business days of receipt of a written request and MCIm's payment of the Application Fee:

4.8.14.1 Work restriction guidelines;

4.8.14.2 NYNEX or industry technical publication guidelines, if any, that affect the design of NYNEX collocated equipment; and

4.8.14.3 Escalation process for the NYNEX employees (names, telephone numbers and the escalation order) for any disputes or problems that might arise in connection with MCI's Collocation.

4.8.15 NYNEX shall provide MCI with written notice five (5) business days prior to those instances where NYNEX or its subcontractors may be performing work in the general area of the Collocation Space occupied by MCI, or in the general area of the AC and DC power plants which support MCI equipment. NYNEX will make best efforts to inform MCI by telephone of any emergency-related activity that NYNEX or its subcontractors may be performing in the general area of the Collocation Space occupied by MCI, or in the general area of the AC and DC power plants which support MCI equipment. Subject to safety concerns or other exigencies of the emergency, notification of any emergency-related activity shall be made immediately prior to the start of the activity so that MCI can take any action required to monitor or protect its service. MCI shall attach to its Collocation Space cage in a clearly visible and easily accessible location a copy of the MCI notification methods and procedures (e.g., name and contact telephone numbers for 24-hour contacts to be made by NYNEX to MCI under this Section 4.8.15).

Section 5 Removals, Relocations and Rearrangements

5.1 Upon termination of MCI's license for any Partitioned Space or any one hundred (100) square feet portion thereof, MCI must remove its equipment from such space within sixty (60) days. Upon removal by MCI of all its equipment from the Partitioned Space or portion thereof, MCI must restore that Partitioned Space to a broom clean condition, with ordinary wear and tear excepted. Due to physical and technical constraints, removal of cable shall be at NYNEX's option.

5.2 If it becomes necessary in NYNEX's reasonable judgment in order to fulfill its obligations under the public service law and there are no other reasonable alternatives, NYNEX may require MCI to move from its Partitioned Space to Partitioned Space in another location within the same Collocation Premises. NYNEX will negotiate a schedule with MCI under which such relocations will be effected. NYNEX will bear

only the costs of relocating the Partitioned Space enclosure, point of termination and associated NYNEX cabling. MCIm will be responsible for relocating its equipment and facilities. The Parties will work together in good faith to minimize any disruption of MCIm's services as a result of such relocation.

5.3 Should MCIm wish to move equipment from one location to another, MCIm will be responsible for removing and transporting its equipment to the new site and installing it.

5.4 Should NYNEX need to install additional facilities in any conduit system in which MCIm occupies Conduit Space for the purpose of meeting NYNEX's own service requirements or for providing for another interconnector, NYNEX will, after notifying MCIm of the additional occupancy, use its best efforts to avoid rearrangement of MCIm facilities; however, if such rearrangement cannot be reasonably avoided, NYNEX shall rearrange MCIm's facilities in the conduit system as reasonably determined to be necessary by NYNEX so that the additional facilities of NYNEX or the other Interconnector may be accommodated. MCIm shall have the right to be present during such activity.

5.5 In the event of an emergency involving MCIm's facilities occupying Conduit Space or Cable Space, NYNEX will use reasonable efforts to notify MCIm prior to rearranging such facilities, but nevertheless may take such action without prior notification if the circumstances warrant. Such rearrangement will be at MCIm's expense if such emergency is a direct result of MCIm's occupancy of space(s) under a Short Form Collocation Agreement or results from any negligent act or omission on the part of MCIm, its employees or agents. Otherwise, MCIm will not be liable for the expense.

5.6 Where MCIm intends to modify, move, replace or add to equipment or facilities within or about the Partitioned Space and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), MCIm must obtain NYNEX's prior consent, which consent will not be unreasonably withheld or delayed.

Section 6 Term, Termination and Renewal

6.1 MCIm may occupy the Collocation Space(s) set forth in a Short Form Collocation Agreement for a period of three (3) years from the Occupancy Date set forth in the Design and Construction Work Completion Notice. Occupancy for all Collocation Spaces will be granted upon completion of the design and construction work including

"cut down" of NYNEX cabling at the Point of Termination based on the requested interconnections identified by MCIm in the Short Form Collocation Agreement. In the event that NYNEX is delayed in providing occupancy to MCIm for any reason other than the acts or omissions of MCIm which proximately give rise to the delay, MCIm shall not be obligated to pay the occupancy/power fees for such Collocated Space under the Short Form Collocation Agreement until the date NYNEX provides occupancy/power to MCIm.

6.2 NYNEX shall have the right, for good cause shown, and upon six (6) months notice, to reclaim any Partitioned Space, Cable Space or Conduit Space, in order to fulfill its obligations under applicable public service law. In such cases, NYNEX will reimburse MCIm for reasonable direct costs and expenses in connection with such reclamation.

6.3 NYNEX shall have the right to terminate a Short Form Collocation Agreement at any time with respect to any Partitioned Space and associated Cable Space and Conduit Space where the Collocation Premises become the subject of a taking by eminent authority having such power. NYNEX shall notify MCIm of such termination and identify the schedule by which MCIm must proceed to have MCIm's equipment or property removed from the Partitioned Space and associated Cable Space and Conduit Space. MCIm shall have no claim against NYNEX for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired initial term or renewal periods that result from a termination by NYNEX under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing MCIm from making a claim in any condemnation proceedings for MCIm's relocation expenses, or other related damages including but not limited to attorneys' fees.

6.4 MCIm may, without cause and for its convenience, terminate a Short Form Collocation Agreement for any Partitioned Space or portion thereof (in 100 square feet decrements), Cable Space and Conduit Space and DC power described in such Short Form License Agreement by giving sixty (60) days' prior written notice to NYNEX. However, any remaining Partitioned Space licensed under a Short Form Collocation Agreement may not be less than one hundred (100) square feet. MCIm is responsible for the direct reasonable costs, if any, of any partial termination, which cost may include, but is not limited to, any required cage modifications and cable relocation.

6.5 MCIm shall have the option to renew its license to occupy any of its Collocation Space for one or more additional periods of three (3) years. (the "Renewal Period"). The Renewal Period will become the new term of the Short Form Collocation Agreement at the time of execution of an amendment thereto extending the initial term. MCIm has the option to renew at the end of each term unless it is found to be in breach of such Short Form Collocation Agreement. Renewal of a Short Form Collocation Agreement by the Parties shall be automatic unless written notice is provided by either party to the other 60 days prior to the expiration of the term of the Short Form Collocation Agreement. In the event new fees shall apply during such Renewal Period, such fees shall be set forth in an amendment to the Short Form Collocation Agreement and shall reflect the then current fees set forth in Attachment I, or, in the event this Agreement has terminated, the then current fees set forth in the applicable NYNEX tariff.

Section 7 Fees, Taxes and Payment Terms

7.1 MCIm shall pay NYNEX the fees set forth in each Short Form Collocation Agreement.

7.2 NYNEX shall commence billing for the fee(s), other than design and construction work charges, as of the Occupancy date.

7.3 The design and construction work fees delineated in Attachment I and set forth in the Short Form Collocation Agreement shall be paid by MCIm in accordance with the following milestones:

<u>Payment</u>	<u>Milestone/Event</u>
FIRST INSTALLMENT:	First installment will be paid on the
(50% of total estimate)	Start Date, prior to
	commencement of design and
	construction work

FINAL BILL:

(Reconciliation of fees)

Final bill will be rendered based upon actual costs and charges and is payable within thirty (30) days of receipt of bill, but no sooner than NYNEX's completion of Design and Construction Work as specified in the Short Form Collocation Agreement.

Section 8 Other Obligations of MCIm

8.1 Insurance

8.1.1 MCIm shall, at its sole cost and expense procure, maintain, pay for and keep in force insurance as specified in Section 8.1.2 and underwritten by insurance companies licensed to do business in State of New York having a Best insurance rating of at least AA-12. NYNEX shall be named as an additional insured on all applicable policies as an additional insured specified in Sections 8.1.2.1-8.1.2.2. NYNEX shall be named as loss payee (as its interest may appear) on all applicable policies specified in Section 8.1.2.3. MCIm's agreement to provide the certificate of insurance under this Attachment V shall not modify or expand the liability limitations set forth in Part A of this Agreement, nor shall such agreement to insure be construed as a pre-indemnification for any NYNEX claim or demand.

8.1.2 Such coverage shall include:

8.1.2.1 Comprehensive general liability coverage on an occurrence basis in an amount of \$2 million combined single limit for bodily injury and property damage, with a policy aggregate of \$2 million. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements;

8.1.2.2 Umbrella/excess liability coverage in an amount of \$5 million in excess of the coverage as specified in Section 8.1.2.1 above;

8.1.2.3 All risk property coverage on a full replacement cost basis insuring all of MCIm's personal property situated on or within NYNEX's location(s); and

8.1.2.4 (a) Statutory workers compensation coverage; and (b) Employers liability coverage in an amount of \$2 million.

8.1.3 The limits set forth in Sections 8.1.2.1-8.1.2.2 may be increased by NYNEX from time to time during the term of this Agreement, upon prior written notice, to at least such minimum limits as shall then be customary in respect of comparable situations within the existing NYNEX buildings.

8.1.4 All policies purchased by MCIm shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by NYNEX.

8.1.5 All insurance must be in effect as of the Occupancy Date and shall remain in force as long as MCIm's facilities remain within any spaces governed by a Short Form Collocation Agreement. If MCIm fails to maintain the coverage, NYNEX may pay the premiums thereon and seek reimbursement of same from MCIm.

8.1.6 MCIm shall submit certificates of insurance reflecting the coverages specified in Section 8.1.2 prior to the commencement of the work called for in a License Agreement. MCIm shall arrange for NYNEX to receive thirty (30) days' notice with respect to the applicable Collocation Space advance notice of cancellation of any insurance covering Collocation Space from MCIm's insurance company. Notice of cancellation should be forwarded to NYNEX, 1095 Avenue of the Americas, Room 3532, New York, New York 10036, Attention: Risk Management.

8.1.7 MCIm must also conform to the recommendation(s) made by NYNEX's fire insurance company which NYNEX has already agreed to or to such recommendations it shall hereafter agree to. Any such recommendation must be immediately furnished to MCIm in writing, with any and all written updates promptly provided by NYNEX to MCIm from time to time. MCIm shall be given a reasonable amount of time to comply with the foregoing recommendations.

8.2 Mechanic's Liens

8.2.1 Any mechanic's lien filed against the Collocation Premises or the real property of which the Collocation Premises are a part for work claimed to have been done for MCIm or materials claimed to have been furnished to MCIm shall be discharged of record by MCIm within sixty (60) days after MCIm receives notice thereof, at MCIm's expense, by payment, deposit, bond, court order or otherwise.

Section 9 Damage to Collocation Space

9.1 If the Partitioned Space or any part thereof shall be damaged by fire or other casualty, MCIm shall give immediate notice thereof to NYNEX and the applicable Short Form Collocation Agreement shall continue in full force and effect except as hereinafter set forth.

9.2 If the Partitioned Space is partially damaged or rendered partially unusable by fire or other casualty not caused by MCIm, the damages thereto shall be promptly repaired by and at the expense of NYNEX. The occupancy fee, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the Partitioned Space and/or associated Cable and Conduit Spaces which are usable.

9.3 If any Partitioned Space, Cable Space, or Conduit Space is totally damaged or rendered wholly unusable by fire or other casualty not caused by MCIm, then the occupancy/power fees for such space shall be paid up to the time of the casualty and thenceforth shall cease until the date when the space shall have been repaired and restored by NYNEX.

9.4 If the Partitioned Space, Cable Space, or Conduit Space is rendered wholly unusable through no fault of MCIm, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that NYNEX shall decide to demolish it or to rebuild it, then, in any of such events, NYNEX may elect to terminate any affected Short Form Collocation Agreements by written notice to MCIm given within ninety (90) days after such fire or casualty specifying a date for the expiration of any such Short Form Collocation Agreement, which expiration date shall not be more than sixty (60) days after the giving of such notice, and upon the date

specified in such notice the term of any such Short Form Collocation Agreement shall expire as fully and completely as if such date were the date set forth in Section 6 for the termination of any such Short Form Collocation Agreement and MCI shall forthwith quit, surrender and vacate the premises, without prejudice however, to each Party's rights and remedies under any such Short Form Collocation Agreement provisions in effect prior to such termination, and any occupancy fee owing shall be paid up to such date and any payments of occupancy fee made by MCI which were on account of any period subsequent to such date shall be returned to MCI. Unless either Party shall serve a termination notice as provided for herein, NYNEX shall make the repairs and restorations under the conditions of Sections 9.2-9.3 hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond NYNEX's reasonable control. After any such casualty, MCI shall cooperate with NYNEX's restoration by removing from the Partitioned Space as promptly as reasonably possible, all of MCI's salvageable inventory and movable equipment, furniture and other property. MCI's liability for occupancy fees shall resume either upon occupancy by MCI of the Partitioned Space, Cable Space, or Conduit Space as restored to a condition comparable to that existing prior to such casualty.

Section 10 Technical References

NYNEX and MCI shall comply with the following standards:

10.1 Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations.

10.2 National Electrical Code (NEC) use latest issue.

10.3 TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2, (Bellcore, January 1989).

10.4 TR-EOP-000063 Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988.

10.5 TR-EOP-000151, Generic Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Rectifiers, Issue 1, (Bellcore, May 1985).